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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

Maureen Boyd,

Plaintiff,

v.

Medicredit, Inc.,

Defendant.

**Case No:** \_\_\_\_\_

**Complaint For Damages**

**Jury Trial Demanded**

**INTRODUCTION**

1. Maureen Boyd, ("Plaintiff"), through Plaintiff's attorneys, brings this action to challenge the actions of Medicredit, Inc., ("Defendant"), with regard to attempts by Defendant to unlawfully and abusively collect a debt allegedly owed by Plaintiff, and this conduct caused Plaintiff damages.
2. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to a plaintiff, which Plaintiff alleges on personal knowledge.

3. While many violations are described below with specificity, this Complaint alleges violations of the statutes cited in their entirety.

4. Unless otherwise stated, all the conduct engaged in by Defendant took place in California.

5. Any violations by Defendant were knowing, willful, and intentional, and Defendant did not maintain procedures reasonably adapted to avoid any such specific violation.

6. Through this complaint, Plaintiff does not allege that any state court judgment was entered against Plaintiff in error, and Plaintiff does not seek to reverse or modify any judgment of any state court.

#### **JURISDICTION AND VENUE**

7. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1692(k), and 28 U.S.C. § 1367 for supplemental state claims.

8. This action arises out of Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") and the Rosenthal Fair Debt Collection Practices Act, California Civil Code §§ 1788-1788.32 ("Rosenthal Act").

9. Plaintiff is a natural person who resides in the City of Oakland, County of Alameda, State of California.

10. Plaintiff resides in Alameda County, as defined by 28 U.S.C. § 1391c(1), the judicial district in which this lawsuit is brought.

11. At the time of the substantial part of the events or omissions giving rise to the claim occurred, Plaintiff was physically located in the City of Oakland, County of Alameda, State of California.

12. Because a substantial part of the events or omissions giving rise to the claim occurred in the county of Alameda, specifically, Defendant contacting Plaintiff in writing, venue is proper pursuant to 28 U.S.C. § 1391b(2).

1 13. At all times relevant, Defendant conducted business within the State of  
2 California.

3 **PARTIES**

4 14. Plaintiff is a natural person who resides in the City of Oakland, State of  
5 California.

6 15. Defendant is located in the City of Marlyand Heights, in the State of  
7 Missouri.

8 16. Plaintiff is a natural person allegedly obligated to pay a debt, and is a  
9 consumer, as that term is defined by 15 U.S.C. § 1692a(3).

10 17. Defendant is a person who uses an instrumentality of interstate commerce or  
11 the mails in a business the principal purpose of which is the collection of  
12 debts, or who regularly collects or attempts to collect, directly or indirectly,  
13 debts owed or due or asserted to be owed or due another and is therefore a  
14 debt collector as that phrase is defined by 15 U.S.C. § 1692a(6).

15 18. Plaintiff is a natural person from whom a debt collector sought to collect a  
16 consumer debt which was due and owing or alleged to be due and owing from  
17 Plaintiff, and is a debtor as that term is defined by California Civil Code §  
18 1788.2(h).

19 19. Defendant, in the ordinary course of business, regularly, on behalf of himself,  
20 herself, or others, engages in debt collection as that term is defined by  
21 California Civil Code § 1788.2(b), is therefore a debt collector as that term is  
22 defined by California Civil Code § 1788.2(c).

23 20. This case involves money, property or their equivalent, due or owing or  
24 alleged to be due or owing from a natural person by reason of a consumer  
25 credit transaction. As such, this action arises out of a consumer debt and  
26 “consumer credit” as those terms are defined by Cal. Civ. Code § 1788.2(f).

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**FACTUAL ALLEGATIONS**

21. Sometime before October 1, 2014, Plaintiff is alleged to have incurred certain financial obligations.
22. These financial obligations were primarily for personal, family or household purposes and are therefore a “debt” as that term is defined by 15 U.S.C. §1692a(5).
23. These alleged obligations were money, property, or their equivalent, which is due or owing, or alleged to be due or owing, from a natural person to another person and are therefore a “debt” as that term is defined by California Civil Code §1788.2(d), and a “consumer debt” as that term is defined by California Civil Code §1788.2(f).
24. Sometime thereafter, but before October 1, 2014, Plaintiff allegedly fell behind in the payments allegedly owed on the alleged debt. As it is irrelevant to this action, Plaintiff currently takes no position as to the validity of this alleged debt.
25. Subsequently, but before October 1, 2014, the alleged debt was assigned, placed, or otherwise transferred, to Defendant for collection.
26. On or about October 1, 2014, Defendant mailed a dunning letter to Plaintiff. A few days later, Plaintiff received that letter.
27. This communication to Plaintiff was a “communication” as that term is defined by 15 U.S.C. § 1692a(2), and an “initial communication” consistent with 15 U.S.C. § 1692g(a).
28. This communication was a “debt collection” as Cal. Civ. Code 1788.2(b) defines that phrase, and an “initial communication” consistent with Cal. Civ. Code § 1812.700(b).
29. Defendant’s October 1, 2014 letter, Defendant provided Plaintiff notice that “For your convenience you have the option to pay by Credit Card or

electronic check (ACH) payment. There will be a \$4.95 Third Party Transaction Fee for using this option.”

30. Through this conduct, Defendant was collecting an amount (including any interest, fee, charge, or expense incidental to the principal obligation) when such amount was not expressly authorized by the agreement creating the debt or permitted by law. Consequently, Defendant violated 15 U.S.C. § 1692f(1).

31. Because this violated certain portions of the federal Fair Debt Collection Practices Act as these portions are incorporated by reference in the Rosenthal Fair Debt Collection Practices Act, through California Civil Code § 1788.17, this conduct or omission violated Cal. Civ. Code § 1788.17.

## CAUSES OF ACTION

### COUNT I

#### FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)

#### 15 U.S.C. §§ 1692 ET SEQ.

32. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

33. The foregoing acts and omissions constitute numerous and multiple violations of the FDCPA, including but not limited to each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.

34. As a result of each and every violation of the FDCPA, Plaintiff is entitled to any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney’s fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Defendant.

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**COUNT II**

**ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT (ROSENTHAL ACT)**

**CAL. CIV. CODE §§ 1788-1788.32**

35. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

36. The foregoing acts and omissions constitute numerous and multiple violations of the Rosenthal Act, including but not limited to each and every one of the above-cited provisions of the Rosenthal Act, Cal. Civ. Code §§ 1788-1788.32

37. As a result of each and every violation of the Rosenthal Act, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory damages for a knowing or willful violation in the amount up to \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from Defendant.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that judgment be entered against Defendant, and Plaintiff be awarded damages from Defendant, as follows:

- An award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3);
- An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b);
- An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c).

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1 38. Pursuant to the seventh amendment to the Constitution of the United States of  
2 America, Plaintiff is entitled to, and demands, a trial by jury.  
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5 Respectfully submitted,

**HYDE & SWIGART**

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8 Date: January 15, 2015

By: s/ Crosby S. Connolly  
Crosby S. Connolly  
Attorneys for Plaintiff  
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